

IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

FILED
U.S. DISTRICT COURT
SAVANNAH DIV.

2009 JUN 12 PM 1:33

MARV-A-LES AIR CHARTERS,
LLC,

Plaintiff,

v.

SEA TOW SERVICES INTERNATIONAL,
INC.,

Defendant.

CLERK *[Signature]*
SO. DIST. OF GA.

CASE NO. CV406-148

O R D E R

Before the Court is Defendant Sea Tow Services International, Inc.'s "Declaration Proving Sea Tow's Damages." (Doc. 45.) Therein, Sea Tow seeks the entry of a default judgment in the amount of \$309,929.35 against defaulted Plaintiff Marv-A-Les Air Charters for counterclaims and attorneys' fees and costs.

Sea Tow seeks attorneys' fees under 15 U.S.C. §§ 1117(b), 1125(c). In order to determine the amount of attorneys' fees to be awarded under 15 U.S.C. § 1117(b), the Court must perform a lodestar calculation. Nutrivida, Inc. v. Immuno Vital, Inc., 46 F. Supp. 2d 1310, 1318 (S.D. Fla. 1998). Sea Tow has not provided the Court with any documentation as to the hourly rates of the attorneys who worked on this case, the number of hours they worked, and how their time was spent. See Hensley v. Eckerhart, 416 U.S. 424, 435-36 (1983). Therefore, the Court

cannot perform the necessary calculation at this time. Accordingly, if Sea Tow is truly interested in seeking attorney's fees, Sea Tow is **ORDERED** to supplement its Motion with documentation sufficient to support a loadstar calculation in this case.

SO ORDERED this 12th day of June, 2009.



WILLIAM T. MOORE, JR., CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA